

# Exhibit A

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**THE GARNER FIRM, LTD**

Melanie J. Garner, Esquire (004982004)  
1617 John F. Kennedy Blvd., Suite 550  
Philadelphia, PA 19103  
Telephone: (215) 645-5955  
Facsimile: (215) 645-5960  
E-mail: [melanie@garnerltd.com](mailto:melanie@garnerltd.com)

**WATERS & KRAUS LLP**

Leslie MacLean (*pro hac* pending)  
3141 Hood Street, Suite 700  
Dallas, TX 75219  
Telephone: (214) 357-6244  
Facsimile: (214) 357-7252  
E-mail: [lmaclean@waterskaus.com](mailto:lmaclean@waterskaus.com)

*Attorneys for Waters & Kraus LLP Claimants*

In re:

LTL MANAGEMENT LLC,<sup>1</sup>  
Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

**REDACTED VERIFIED RULE 2019 STATEMENT OF MULTIPLE  
REPRESENTATION**

Pursuant to this Court's Order Compelling Compliance with Fed. R. Bankr. P. 2019 [Doc 2352] entered on May 25, 2022, Waters & Kraus LLP ("Waters Kraus") hereby submits this verified statement (the "Verified Statement") pursuant to Federal Rule of Bankruptcy Procedure 2019 ("Bankruptcy Rule 2019") with respect to the representation of the plaintiffs listed on the attached Exhibit A (the "Creditors" or individually, a "Creditor"). In connection herewith, Leslie C. MacLean states and verifies as follows:

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<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

1. I am an attorney with the law firm of Waters Kraus and a member in good standing of the Bars of the State of Texas and the State of Pennsylvania. I am admitted to practice in the United States District Courts for the Northern and Southern Districts of Texas. I submit this Verified Statement on behalf of Waters Kraus.

2. In accordance with Bankruptcy Rule 2019, attached hereto as **Exhibit A**, is a list of the first names and first initial of the last names of the Creditors, as well as the nature and amount of all disclosable economic interests of each Creditor in relation to the Debtor as of the date of this Verified Statement. A redacted version of the nature of the Creditors' diseases giving rise to their claims against the Debtor is also included on **Exhibit A**.

3. This Verified Statement is filed by Water Kraus whose address is 3141 Hood Street, Suite 700, Dallas, TX 75219.

4. The Creditors have engaged Waters Kraus to represent them in connection with the damage claims that they assert against the Debtor as a result of their personal injuries or wrongful death. The Creditors have been injured by asbestos or asbestos-containing products manufactured, marketed, distributed, sold, installed and/or produced by the above-referenced Debtor.

5. Each of the Creditors listed on **Exhibit A** has consented to this representation by Water Kraus in the above-captioned matter.

6. Attached hereto as **Exhibit B** is an exemplar represented to be substantially the same in form and substance, of each form of agreement or instrument whereby Waters Kraus is empowered to act on behalf of the Creditors, redacted only with respect to any fee arrangement contained therein, as contemplated by Fed. R. Bankr. P. 2019 (c)(4).

7. Waters Kraus does not hold any claim against or interest in the Debtor or its parent company.

8. The undersigned verifies that the foregoing is true and correct to the best of her knowledge.

9. Waters Kraus reserves the right to supplement or amend this Verified Statement, as necessary, at any time in the future.

Dated: June 8, 2022



Leslie MacLean

Respectfully submitted,

/s/ Melanie J. Garner  
**THE GARNER FIRM, LTD**  
Melanie J. Garner, Esquire (004982004)  
1617 John F. Kennedy Blvd., Suite 550  
Philadelphia, PA 19103  
Telephone: (215) 645-5955  
Facsimile: (215) 645-5960  
E-mail: [melanie@garnerltd.com](mailto:melanie@garnerltd.com)

**WATERS & KRAUS LLP**  
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3141 Hood Street, Suite 700  
Dallas, TX 75219  
Telephone: (214) 357-6244  
Facsimile: (214) 357-7252  
E-mail: [lmaclean@waterskaus.com](mailto:lmaclean@waterskaus.com)

*Attorneys for Waters & Kraus LLP Claimants*

Client Last Name	Client First Name	Street Address 1	Street Address 2	City	State	Zip	Nature of Claim	Amount of Claim	Disease Type	Stage of Disease if known
A	Rebekah						Talc Personal Injury	Unliquidated		
A	Mary						Talc Personal Injury	Unliquidated		
A	Debra						Talc Personal Injury	Unliquidated		
A	Beverly A.						Talc Personal Injury	Unliquidated		
A	Sophia L.						Talc Personal Injury	Unliquidated		
B	Hope						Talc Personal Injury	Unliquidated		
B	Alma						Talc Personal Injury	Unliquidated		
B	Karen						Talc Personal Injury	Unliquidated		
B	Lorie						Talc Personal Injury	Unliquidated		
B	Stacy						Talc Personal Injury	Unliquidated		
B	Lori L.						Talc Personal Injury	Unliquidated		
B	Maria Leticia						Talc Personal Injury	Unliquidated		
B	Rebeca						Talc Personal Injury	Unliquidated		
B	Nancy						Talc Personal Injury	Unliquidated		
B	Nicolle						Talc Personal Injury	Unliquidated		
B	Victoria						Talc Personal Injury	Unliquidated		
B	Nancy						Talc Personal Injury	Unliquidated		
B	Carolyn						Talc Personal Injury	Unliquidated		
B	Dorothy						Talc Personal Injury	Unliquidated		
B	Varonica						Talc Personal Injury	Unliquidated		
B	Belinda						Talc Personal Injury	Unliquidated		
C	Sara						Talc Personal Injury	Unliquidated		
C	Pamela						Talc Personal Injury	Unliquidated		
C	Luz						Talc Personal Injury	Unliquidated		
C	Veda						Talc Personal Injury	Unliquidated		
C	Benjamin						Talc Personal Injury	Unliquidated		
C	Kathryn						Talc Personal Injury	Unliquidated		
C	Lilly Gayle						Talc Personal Injury	Unliquidated		
C	Thaimy						Talc Personal Injury	Unliquidated		
C	Amy						Talc Personal Injury	Unliquidated		
C	Angela K.						Talc Personal Injury	Unliquidated		
C	Sonya						Talc Personal Injury	Unliquidated		
C	Angela						Talc Personal Injury	Unliquidated		
C	Carol						Talc Personal Injury	Unliquidated		
C	Jo Ann						Talc Personal Injury	Unliquidated		
D	Carol						Talc Personal Injury	Unliquidated		
D	Elsa						Talc Personal Injury	Unliquidated		
D	Dorene L.						Talc Personal Injury	Unliquidated		
D	Susan						Talc Personal Injury	Unliquidated		
D	Donna						Talc Personal Injury	Unliquidated		
D	Loretta						Talc Personal Injury	Unliquidated		
E	Svetlana						Talc Personal Injury	Unliquidated		
E	Mildred Arlene						Talc Personal Injury	Unliquidated		
E	Terry						Talc Personal Injury	Unliquidated		
E	Jose Alvaro						Talc Personal Injury	Unliquidated		
E	Judith						Talc Personal Injury	Unliquidated		
F	Tracy						Talc Personal Injury	Unliquidated		
F	Mary						Talc Personal Injury	Unliquidated		
F	Heidi						Talc Personal Injury	Unliquidated		
F	Mary						Talc Personal Injury	Unliquidated		
F	Phyllis						Talc Personal Injury	Unliquidated		
F	Michele A.						Talc Personal Injury	Unliquidated		
F	Gladys						Talc Personal Injury	Unliquidated		
F	Gilda						Talc Personal Injury	Unliquidated		
F	Angela						Talc Personal Injury	Unliquidated		
G	Karen						Talc Personal Injury	Unliquidated		
G	Deborah						Talc Personal Injury	Unliquidated		
G	Norma						Talc Personal Injury	Unliquidated		
G	Gloria						Talc Personal Injury	Unliquidated		
G	Marianne						Talc Personal Injury	Unliquidated		
G	Anna M						Talc Personal Injury	Unliquidated		
G	Daniel						Talc Personal Injury	Unliquidated		
G	Patricia						Talc Personal Injury	Unliquidated		
G	Hattie						Talc Personal Injury	Unliquidated		
H	Marian						Talc Personal Injury	Unliquidated		

Client Last Name	Client First Name	Street Address 1	Street Address 2	City	State	Zip	Nature of Claim	Amount of Claim	Disease Type	Stage of Disease if known
H	Michelle						Talc Personal Injury	Unliquidated		
H	Ashley						Talc Personal Injury	Unliquidated		
H	Joyce						Talc Personal Injury	Unliquidated		
H	Mary C.						Talc Personal Injury	Unliquidated		
H	Tami						Talc Personal Injury	Unliquidated		
H	Kelly						Talc Personal Injury	Unliquidated		
H	Mattie Renee						Talc Personal Injury	Unliquidated		
H	Leslie						Talc Personal Injury	Unliquidated		
H	Lynette						Talc Personal Injury	Unliquidated		
H	Katrina						Talc Personal Injury	Unliquidated		
H	Sherri						Talc Personal Injury	Unliquidated		
H	Jean						Talc Personal Injury	Unliquidated		
H	Marilyn						Talc Personal Injury	Unliquidated		
H	Maria						Talc Personal Injury	Unliquidated		
J	Eloise						Talc Personal Injury	Unliquidated		
J	Mary Jo						Talc Personal Injury	Unliquidated		
J	Bryan						Talc Personal Injury	Unliquidated		
J	Karen						Talc Personal Injury	Unliquidated		
J	Nicole A						Talc Personal Injury	Unliquidated		
J	Rachael						Talc Personal Injury	Unliquidated		
J	Sharon						Talc Personal Injury	Unliquidated		
J	Elizabeth						Talc Personal Injury	Unliquidated		
K	Elizabeth						Talc Personal Injury	Unliquidated		
K	Bobbi						Talc Personal Injury	Unliquidated		
K	Marina						Talc Personal Injury	Unliquidated		
K	Perry						Talc Personal Injury	Unliquidated		
K	Audrey						Talc Personal Injury	Unliquidated		
K	Joanna						Talc Personal Injury	Unliquidated		
L	Sydney Hubert						Talc Personal Injury	Unliquidated		
L	Linda T.						Talc Personal Injury	Unliquidated		
L	Ramelle						Talc Personal Injury	Unliquidated		
L	Erma D.						Talc Personal Injury	Unliquidated		
L	Brenda						Talc Personal Injury	Unliquidated		
L	Jeanne						Talc Personal Injury	Unliquidated		
M	Michele M.						Talc Personal Injury	Unliquidated		
M	Julie						Talc Personal Injury	Unliquidated		
M	Sarita						Talc Personal Injury	Unliquidated		
M	Moria H.						Talc Personal Injury	Unliquidated		
M	Thomas						Talc Personal Injury	Unliquidated		
M	Angela M.						Talc Personal Injury	Unliquidated		
M	Ashley						Talc Personal Injury	Unliquidated		
M	Nelly						Talc Personal Injury	Unliquidated		
M	Julietta						Talc Personal Injury	Unliquidated		
M	Deanna						Talc Personal Injury	Unliquidated		
M	Alice						Talc Personal Injury	Unliquidated		
M	Janet Lee						Talc Personal Injury	Unliquidated		
N	Marlene						Talc Personal Injury	Unliquidated		
N	Carol J.						Talc Personal Injury	Unliquidated		
N	Kristin						Talc Personal Injury	Unliquidated		
N	Debra						Talc Personal Injury	Unliquidated		
O	Wilda						Talc Personal Injury	Unliquidated		
O	Patricia						Talc Personal Injury	Unliquidated		
O	Corrin Elizabeth						Talc Personal Injury	Unliquidated		
P	Victor J.						Talc Personal Injury	Unliquidated		
P	Chrystal						Talc Personal Injury	Unliquidated		
P	Patsy						Talc Personal Injury	Unliquidated		
P	Luz Virginia						Talc Personal Injury	Unliquidated		
P	Sandra						Talc Personal Injury	Unliquidated		
P	Patsy						Talc Personal Injury	Unliquidated		
P	Sandra						Talc Personal Injury	Unliquidated		
P	Denise						Talc Personal Injury	Unliquidated		
P	Linda Rose						Talc Personal Injury	Unliquidated		
P	Yomar						Talc Personal Injury	Unliquidated		
P	Carolyn						Talc Personal Injury	Unliquidated		
P	Teresa						Talc Personal Injury	Unliquidated		

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Exhibit A - Redacted Version of Rule 2019 Statement of Multiple Representation Page 7 of 16

Client Last Name	Client First Name	Street Address 1	Street Address 2	City	State	Zip	Nature of Claim	Amount of Claim	Disease Type	Stage of Disease if known
R	Pamela Ann						Talc Personal Injury	Unliquidated		
R	Carleene						Talc Personal Injury	Unliquidated		
R	Roxanne						Talc Personal Injury	Unliquidated		
R	Sonja						Talc Personal Injury	Unliquidated		
R	Claudia						Talc Personal Injury	Unliquidated		
R	Jo						Talc Personal Injury	Unliquidated		
R	Mary Rose						Talc Personal Injury	Unliquidated		
R	Karen						Talc Personal Injury	Unliquidated		
R	Lisa K.						Talc Personal Injury	Unliquidated		
R	Bonnie Marie						Talc Personal Injury	Unliquidated		
S	Rodolfo Antonio						Talc Personal Injury	Unliquidated		
S	Jean						Talc Personal Injury	Unliquidated		
S	Dorelia						Talc Personal Injury	Unliquidated		
S	Kathleen						Talc Personal Injury	Unliquidated		
S	Darlene						Talc Personal Injury	Unliquidated		
S	Mica						Talc Personal Injury	Unliquidated		
S	Edilsa						Talc Personal Injury	Unliquidated		
S	Susan						Talc Personal Injury	Unliquidated		
S	Betty						Talc Personal Injury	Unliquidated		
S	Jamie						Talc Personal Injury	Unliquidated		
S	Inez						Talc Personal Injury	Unliquidated		
S	Peggy H						Talc Personal Injury	Unliquidated		
S	Robin						Talc Personal Injury	Unliquidated		
S	Audra A.						Talc Personal Injury	Unliquidated		
S	Billie						Talc Personal Injury	Unliquidated		
S	Lori						Talc Personal Injury	Unliquidated		
S	Janet						Talc Personal Injury	Unliquidated		
S	Linda						Talc Personal Injury	Unliquidated		
S	Johanna						Talc Personal Injury	Unliquidated		
S	Helen						Talc Personal Injury	Unliquidated		
S	Selina						Talc Personal Injury	Unliquidated		
S	Madona						Talc Personal Injury	Unliquidated		
T	Suzan						Talc Personal Injury	Unliquidated		
T	Linda						Talc Personal Injury	Unliquidated		
T	Camilla B.						Talc Personal Injury	Unliquidated		
T	Jewell						Talc Personal Injury	Unliquidated		
T	Jazethrine "Lua"						Talc Personal Injury	Unliquidated		
U	Lisa						Talc Personal Injury	Unliquidated		
V	Jennifer						Talc Personal Injury	Unliquidated		
V	Margaret						Talc Personal Injury	Unliquidated		
V	Grizelda						Talc Personal Injury	Unliquidated		
V	Beverly						Talc Personal Injury	Unliquidated		
W	Carol						Talc Personal Injury	Unliquidated		
W	Martha Faye						Talc Personal Injury	Unliquidated		
W	Lillian						Talc Personal Injury	Unliquidated		
W	Bettie						Talc Personal Injury	Unliquidated		
W	Linda						Talc Personal Injury	Unliquidated		
W	Carol						Talc Personal Injury	Unliquidated		
W	Martha						Talc Personal Injury	Unliquidated		
W	Margaret						Talc Personal Injury	Unliquidated		
W	Mary Louise						Talc Personal Injury	Unliquidated		
W	Brenda Joyce						Talc Personal Injury	Unliquidated		
W	Viola Ann						Talc Personal Injury	Unliquidated		
W	Melissa						Talc Personal Injury	Unliquidated		
Y	Corinne						Talc Personal Injury	Unliquidated		

# EXHIBIT B

## EMPLOYMENT AGREEMENT AND POWER OF ATTORNEY

This agreement between \_\_\_\_\_ and \_\_\_\_\_, (spouse, if applicable) (hereafter called "Clients"), and Waters & Kraus, LLP (hereafter called "Attorneys"), is for legal representation in prosecuting the claims of the Clients against Defendants responsible for Client's Ovarian Cancer , including personal injury, wrongful death, loss of services, based on negligence, failure, breach of conduct, product liability, omissions or other misconduct of any kind. Further, Attorneys have not contracted to represent Clients in any claims for worker's compensation or medical malpractice.

### Attorney's Fees:

The Client agrees that Attorneys may employ associate counsel, if they wish to do so, and that associate counsel will be compensated based upon the effort and time they put into the case. However, the payment of any associate counsel shall be the responsibility of Waters & Kraus, and not the Client, and will not increase the fee due from the Client should Attorneys obtain a recovery on behalf of the Client. Client does not object to the participation of any lawyers Attorneys may choose to involve in this action. Client and Attorneys further agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client and said termination will release attorneys from any further action on Client's claim, and discharge Attorneys from this Employment Agreement. Termination will be effective via regular mail or delivery service with signature receipt to the last address provided by Client to Attorneys.

**Costs and Other Expenses:** It will be necessary for Attorneys to incur and advance certain court costs and expenses for the Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for medical exams, reports and records; cost for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and witness and court reporter fees; costs and fees associated with any necessary foreign estate administration procedures; outside trial service providers; trial equipment rental and operation fees; preparation of exhibits and graphics; costs, travel and lodging associated with staging and conducting a trial, and miscellaneous copying, postage, shipping and courier expenses. In addition, it will be necessary to employ medical or technical expert witnesses to examine and report on the facts of Client's cause of action. Client agrees that Attorneys may, in their discretion employ and pay these expert witnesses.

Client agrees to reimburse Attorneys for all such costs and expenses from Client's share of any money recovered by settlement or judgment. The Client further agrees to reimburse any and all necessary expenses out of any settlement proceeds that may be received.

Client additionally authorizes Attorneys to deduct Client's pro rata share of any expenses incurred for travel, expert witness fees, filing fees or professional fees or other expenses that benefit multiple cases, including Client's claims.

Client agrees that Attorneys have the right to finance all or a portion of costs and expenses, through a lending facility. If Attorneys do so, the interest expense and other associated charges of the financing will be treated as a case cost/expense. These interest costs and expenses will be included with other case costs deducted from any settlement or recovery reached in the case.

**Liens:** Creditors of a litigant sometimes have a right to file a lien in the case to recover from the amounts awarded to the litigant. Some health care providers, including Kaiser and other private providers, the VA and Medicare, may assert liens. It is Client's obligation to advise Attorneys if Client learns of any lien claim. If Attorneys are notified of such lien claims, they will notify Client. The responsibility of paying any lien claim is

Client's not Attorneys'. Liens are paid from the Client's portion of the recovery and do not reduce the attorney fees.

Additionally, Client understands that current law and regulations regarding Medicare, Medicaid or private health insurance plans (Healthcare Providers) may require all parties involved in this matter (Client, defendants, and any insurance companies) to compromise, settle, or execute a release of Healthcare Providers' separate claim for reimbursement/lien for past and future payments prior to distributing any verdict or settlement proceeds. Client agrees that Attorneys may take all steps in this matter deemed advisable for the handling of claims, including hiring separate experts, case workers and/or attorneys who assist with resolving Healthcare Providers' reimbursement claims. The expenses of any such service shall be deducted from Client's portion of the net recovery.

**Power of Attorney:** This agreement gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that the Client could properly execute.

If Client refuses to assist Attorneys in the prosecution of this lawsuit, including responding to requests for information about the case by phone or mail, Attorneys may withdraw from representing Client in this matter.

Client may cancel this contract with written notice to Attorneys at any time. If Client cancels the contract, Attorneys will retain their rights regarding settlements reached, costs paid and further recovery of fees for time spent working on this case.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Client\_\_\_\_\_  
Client Name

Spouse\_\_\_\_\_

\_\_\_\_\_  
For Waters & Kraus, LLP

By initialing below, the above-named Client acknowledges receiving a duplicate copy of this duly executed agreement. (\_\_\_\_\_.)

## EMPLOYMENT AGREEMENT AND POWER OF ATTORNEY

This agreement between \_\_\_\_\_ (the Client(s)), and Waters & Kraus, LLP, is for legal representation in prosecuting the claims of the Client against Defendants responsible for \_\_\_\_\_'s asbestos exposure including, but not limited to: product manufacturers, equipment manufacturers, premises owners, contractors, suppliers, and/or employers. However, Waters & Kraus (hereinafter Attorneys) have not contracted herein to represent Client in any claims for worker's compensation, any tobacco claims, any FELA claims against railroad employers, or any maritime claims against ship owners under the Jones Act.

### Attorney's Fees:



The Client agrees that Attorneys may employ associate counsel, if they wish to do so, and that associate counsel will be compensated based upon the effort and time they put into the case. However, the payment of any associate counsel shall be the responsibility of Waters & Kraus, and not the Client, and will not increase the fee due from the Client should Attorneys obtain a recovery on behalf of the client. Client does not object to the participation of any lawyers Attorneys may choose to involve in this action. Client and Attorneys further agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client and said termination will release attorneys from any further action on Client's claim, and discharge Attorneys from this Employment Agreement. Termination will be effective via regular mail or delivery service with signature receipt to the last address provided by Client to Attorneys.

In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claim for damages as a result of injuries from exposure to asbestos sustained by Client. Examples of such instances include the following: a defendant may seek bankruptcy protection; or a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary and that the fees for such counsel will be deducted from Client's share of recovery.

Client further understands that settlements may be negotiated at various times with different defendants and that some settlements may call for installment payments. Client acknowledges that she understands that recoveries from such settlements may result in staggered payments. As part of Client's agreement to pay the attorneys fee provided for under this contract out of the total recovery, Client agrees to pay the fee percentage provided for of any partial or installment payments that Client may receive as part of any total recovery.

Legal services by Attorneys for related and unrelated matters that are not contemplated by this agreement shall be subject to separate negotiation and agreement, and shall not affect the rights of the Client and Attorneys under this contract. The clients agree and understand that a case on his/her behalf is to be litigated and/or handled in the State of California and, accordingly, this contract and its terms are to be governed by California Law.

**Costs and Other Expenses:** It will be necessary for Attorneys to incur and advance certain court costs and expenses for the Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for medical exams, reports and records; cost for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and witness and court reporter fees; costs and fees associated with any necessary foreign estate administration procedures; outside trial service providers; trial equipment rental and operation fees; preparation of exhibits and graphics; costs, travel and lodging associated with staging and conducting a trial, and miscellaneous copying, postage, shipping and courier expenses. In addition, it will be necessary to employ medical or technical expert witnesses to examine and report on the facts of Client's cause of action. Client agrees that Attorneys may, in their discretion employ and pay these expert witnesses.

Client agrees to reimburse Attorneys for all such costs and expenses from Client's share of any money recovered by settlement or judgment. The Client further agrees to reimburse any and all necessary expenses out of any settlement proceeds that may be received.

[REDACTED] In certain states that provide for the prevailing party to recover all or part of its cost of action, defendants may be entitled to recover such costs against Client if they are dismissed from the lawsuit by the court or prevail on appeal. Client acknowledges that they may be personally liable for such costs and agree to reimburse Attorneys out of the proceeds of any recovery for any such costs advanced by Attorneys on their behalf. Client further acknowledges and agrees that Attorneys may place a hold on and withhold from distribution certain settlement proceeds Attorneys deem necessary to cover anticipated future costs and expenses reimbursable under this Agreement. Attorneys will hold all net proceeds in an interest-bearing trust account within the state of Texas until an agreement is reached regarding the distribution of settlement proceeds. Any interest earned will be remitted to a state foundation that grants the money to nonprofit organizations that provide free civil legal services or legal aid to low-income citizens. Client additionally authorizes Attorneys to deduct Client's pro rata share of any expenses incurred for travel, expert witness fees, filing fees or professional fees or other expenses that benefit multiple cases, including Client's claim.

Attorneys will hold all net proceeds in an interest-bearing trust account within the state of Texas until an agreement is reached regarding the distribution of settlement proceeds. Any interest earned will be remitted to a state foundation that grants the money to nonprofit organizations that provide free civil legal services or legal aid to low-income citizens. Client additionally authorizes Attorneys to deduct Client's pro rata share of any expenses incurred for travel, expert witness fees, filing fees or professional fees or other expenses that benefit multiple cases, including Client's claim.

Additionally, Client understands that current law and regulations regarding Medicare, Medicaid or private health insurance plans (Healthcare Providers) may require all parties involved in this matter (client, law firm defendant, and any insurance companies) to compromise, settle, or execute a release of Healthcare Providers' separate claim for reimbursement/lien for past and future payments prior to distributing any verdict or settlement proceeds. Client agrees that Attorneys may take all steps in this matter deemed advisable for the handling of our claim, including hiring separate experts, case workers and/or attorneys who assist with resolving Healthcare Providers' reimbursement claims or liens for past and/or future injury-related medical care. The expense of any such service shall be treated as a case expense and deducted from our net recovery and shall not be paid out of the law firm's contingent fee in this matter.

Client agrees that Attorneys have the right to finance all or a portion of costs and expenses, through a lending facility. If Attorneys do so, the interest expense and other associated charges of the financing will be treated as a case cost/expense. These interest costs and expenses will be included with other case costs deducted from any settlement or recovery reached in the case.

**Power of Attorney:** This agreement gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that the Client could properly execute.

The Client acknowledges that this power of attorney specifically extends to Waters & Kraus' right to negotiate settlements to avoid removal of Client's claims filed in state court to federal court by a defendant threatening removal. Client understands and acknowledges that the deadlines to accept such settlements to avoid removal may expire in a matter of hours, and that such removal could be dispositive or severely limiting of Client's ability to pursue a claim. Client agrees that Waters & Kraus may use its best professional judgment to settle such claims without prior consent or specific authority of the Client where necessary to avoid removal of the Client's action to federal court.

**Liens:** Creditors of a litigant sometimes have a right to file a lien in the case to recover from amounts disbursed or awarded to the litigant. If, for example, Client files a workers' compensation claim, and the carrier settles the claim, then the workers' compensation insurers have a right to be reimbursed for amounts paid by them for a plaintiff's injuries from any third-party recovery. Some health care providers, including Kaiser and other private providers, the VA, and Medicare, may also assert liens. It is Client's obligation to advise Attorneys if Client learns of any lien claim. If Attorneys are notified of such lien claims, they will notify Client. However, the responsibility of paying any lien claim is Client's and not Attorneys'. Liens are paid from Client's share of the recovery and do not reduce attorney fees.

In the event that the Client's health care provider refuses to authorize payment for medical treatment required by the Client for an asbestos-related condition, Attorneys shall attempt to facilitate such treatment and/or payment of such treatment by offering to place a lien on the case in favor of the health care provider.

**Joint Representation:** The Client agrees to be jointly represented by the Attorneys referenced in this agreement and understand that the Attorneys will disclose to each Client all opinions, theories, or conclusions regarding the Client's rights or position to other parties the Attorneys represent in the same matter, including any wrongful death beneficiaries (e.g., children, spouse or parents of the injured party) and the personal representative or administrator of the estate if such persons should become parties to this action. The Client further understands that the attorney-client privilege between jointly represented Clients does not attach to matters that are of mutual interest and that, if litigation should ensue between the Clients, the privilege will not protect any such communications.

**Wrongful Death/Survival Case:** If Client is represented in a wrongful death or survival action, any settlement or judgment may be in a single aggregate amount which must then be divided among those individuals who may be entitled to recover, by agreement and/or court allocation. This Agreement authorizes Attorneys to submit the question of division of any proceeds of settlement among those individuals who may be entitled to recover to the appropriate court, if necessary. This Agreement further authorizes Attorneys to recover any costs advanced and the attorney fees immediately upon receipt of judgment or settlement payment. Attorneys are authorized to pursue, if applicable, any survival or wrongful death actions on behalf of Client's estate and heirs.

If several members of the same family and/or heirs of the same deceased person have retained attorneys to represent them in a single lawsuit, these Clients understand that a potential conflict of interest may exist between them concerning the division of proceeds from the lawsuit, and hereby waive any real or potential conflict of interest and agree that attorneys may represent them all.

**Distribution of Settlements:** Once Attorneys obtain settlement funds in a wrongful death/survival action, the issue arises about how those funds are to be distributed among the Client and other potential

heirs. To avoid later conflict, Attorneys ask all of Client's heirs to agree among themselves on a formula for distribution of settlement proceeds, and to confirm that agreement in writing. Client acknowledges that Attorneys cannot participate in the negotiation or drafting of such an agreement as to do so would create a conflict of interest. Client should be aware that once Clients reach an agreement regarding the division of settlement funds, if a potential conflict arises among those Clients, Attorneys will have a conflict of interest and cannot advise any one client with respect to rights against another client. Attorneys may offer guidance with respect to how a court would likely order settlement proceeds divided among Clients and make suggestions for all to consider along those lines, but cannot specifically recommend or propose an allocation formula. However, each client is entitled to obtain separate and independent advice and/or representation with respect to how the funds should be divided. Attorneys will hold all net proceeds within the state of Texas until an agreement is reached regarding the distribution of settlement proceeds. If Clients are unable to reach an agreement on the allocation of settlement proceeds after a good faith effort to do so has been made, Client acknowledge that Attorneys may refer the issue to a private mediator of its choosing and that the costs of such mediator will be paid from the Client's share of the recovery.

**Cooperation; Address Change; Return of Documents:** Client agrees to cooperate with Attorneys to permit Client's claims to be fully investigated and developed; to disclose to Attorneys all facts relevant to the claim, as well as a detailed personal background and history; and to be reasonably available to attend any necessary meetings, medical exams, depositions, preparation sessions, hearings, and trial. Client agrees to notify Attorneys in writing of each change in Client's mailing address during the term of this representation within seven (7) days of each such change of address. When the case is over, Attorneys will provide Client the opportunity to retrieve any documents and/or materials that Client has provided or which Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety (90) days after Attorneys have given Client written notice that the case is over and that those documents and/or materials are available to Client, Attorneys may dispose of those documents and/or materials.

If Client refuses to assist Attorneys in the prosecution of this lawsuit, including responding to requests for information about the case by phone or mail, Attorneys may withdraw from representing Client in this matter.

Client may cancel this contract with written notice to Attorneys at any time. If Client cancels the contract, Attorneys will retain their rights regarding settlements reached, costs paid and further recovery of fees for time spent working on this case.

**Additional Consent to Associate:** \_\_\_\_\_ will receive approximately \_\_\_\_% of Waters & Kraus' net fee with respect to any settlements reached as a result of his participation in the prosecution or negotiation process in this case. Client hereby gives her consent to Waters & Kraus paying this co-counsel fee to \_\_\_\_\_. Each attorney and/or law firm sharing in the division of the contingency fee will assume joint responsibility for representation as to the claims described in paragraph one of this agreement.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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CLIENT

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ATTORNEY

For Waters & Kraus, LLP

By initialing below, the above-named Client acknowledges receiving a duplicate copy of this duly executed agreement. (\_\_\_\_\_)

**Client's Acknowledgement and Acceptance of Co-Counsel**

\_\_\_\_\_ hereby acknowledges and expressly consents to the association of \_\_\_\_\_ as co-counsel for Client's \_\_\_\_\_ case. Client also approves of the division of attorneys' fees, as set forth below, between Waters & Kraus, LLP and \_\_\_\_\_; such division being based on the firms' joint responsibility for representation of Client.

Total Attorneys' Fees <i>(as previously agreed)</i>	████% Division of Total Attorney's Fees of the █████%
Waters & Kraus, LLP	████% ████%
████	████%

Client understands that the association of \_\_\_\_\_ as counsel on client's case **will not affect the settlement amount that client may receive or the total percentage of attorney's fees as set out in your contract in any way.** The terms and conditions of the original agreement previously entered into by the Client remain in effect and the fees and expenses will be deducted by the same terms and in the same manner as previously agreed to in the original representation agreement.

ACKNOWLEDGED & ACCEPTED:

Client's Name:

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney's Signature: \_\_\_\_\_  
Waters & Kraus, LLP

Attorney's Signature: \_\_\_\_\_  
[FIRM]

## GENERAL POWER OF ATTORNEY

To: C. Andrew Waters and Peter Kraus of Waters & Kraus, LLP

The undersigned claimant hereby authorizes C. Andrew Waters, Peter Kraus and the attorneys of Waters & Kraus, LLP, as attorneys in fact for the undersigned and with full power of substitution, to vote on any questions that may be lawfully submitted to creditors of any debtors who have been involved in asbestos litigation and have filed for bankruptcy in a United States Bankruptcy Court, including but not limited to:

- ◆ Babcock and Wilcox Company;
- ◆ Pittsburgh Corning Corporation;
- ◆ Armstrong World Industries, Inc.;
- ◆ Owens Corning, A Delaware Corporation;
- ◆ W.R. Grace & Company;
- ◆ United States Gypsum Corporation, et al a subsidiary of USG Corporation
- ◆ Federal Mogul Global, Inc.;
- ◆ G-I Holdings, Inc.;
- ◆ North American Refractories Company; and
- ◆ A.P. Green Industries, Inc.
- ◆ DII Industries
- ◆ Brown & Root, Inc.
- ◆ Kellogg Brown & Root, Inc.
- ◆ Mid-Valley, Inc.
- ◆ Imerys Talc America, Inc.

and in general to perform any act not constituting the practice of law for the undersigned in all matters arising in those cases. This Power of Attorney specifically empowers C. Andrew Waters, Peter Kraus and the attorneys of Waters & Kraus, LLP, to vote on behalf of the undersigned claimant on any Plan of Reorganization for which the undersigned is entitled to vote. Furthermore, the undersigned claimant intends for this authorization to extend to any current debtors not specifically identified above, or any entity against which the undersigned claimant may have an assertable claim who may at some point in the future file for bankruptcy in any United States Bankruptcy Court and become a debtor.

**I declare under penalty of perjury that the foregoing is true and correct. Executed on this**  
**\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.**

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Signature

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Injured Party Name (please print) or

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Personal Representative Name (please print)

*For the Estate of*

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*Injured Party Name*

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Address

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City, State, Zip

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Signature of Spouse (*if applicable*)